**UNITED STATES OF AMERICA**
**BEFORE THE NATIONAL LABOR RELATIONS BOARD**
**DIVISION OF JUDGES**
**ADMINISTRATIVE LAW JUDGE IRA SANDRON**

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| **NATIONAL RURAL LETTER CARRIERS' ASSOCIATION (United States Postal Service)** | ) | |
| **and** | ) | **Case 15-CB-213552** |
| **AMANDA WILLIAMS, an Individual** | ) | |

**POST-HEARING BRIEF OF RESPONDENT**
**NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

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Dated: November 21, 2018

## STATEMENT OF THE CASE

By the time the National Rural Letter Carriers' Association ("NRLCA" or "Union" or "Respondent") settled three grievances over a route bidding issue in the Denham Springs, Louisiana Post Office in March 2018, multiple Union and Postal Service representatives had spent a year trying to resolve related seniority issues in that office. These extremely experienced Union and employer representatives pored over documents and data to determine the proper order of seniority in the office and who belonged on which rural route. They negotiated in good faith at all Steps of the grievance procedure, and they came up with a creative grievance settlement that aimed to prevent further confusion and grievances moving forward and also put the affected rural letter carriers into career positions that, as best as possible, gave them exactly what they wanted.

Ignoring decades of precedent concerning unions' discretion to settle grievances short of arbitration, the General Counsel has issued a complaint in this case calling those extensive and good faith efforts into question – calling them "arbitrary." It insists that *its* judgment should be substituted for that of the Union and management representatives who are the most familiar with their collective bargaining agreement and the complicated workings of the Rural Craft. However, should the NLRB be permitted to second-guess Union's reasonable and good faith attempts to resolve issues such as those faced by the NRLCA here, it would be a disservice to the Act's encouragement of labor relations and grievance settlements. It would serve to chill unions' abilities to work with management in good faith to resolve grievances and would necessarily cause more cases to be taken to arbitration unnecessarily – not because such grievances could not or should not be resolved, but simply to avoid unfair labor practices or other legal challenges that are only promoted by limiting unions' good faith discretion.

## FACTUAL BACKGROUND

### A. The Rural Carrier Craft

The National Rural Letter Carriers' Association ("NRLCA" or "Union" or "Respondent") represents over 120,000 rural letter carriers who work for the United States Postal Service ("USPS" or "Employer") delivering mail across all fifty states and the U.S. Territories. Tr. 198. The Union has nine national officers, including a Director of Labor Relations who oversees grievances handled by an extensive network of stewards and representatives. Tr. 196-97.

The National Agreement between the USPS and NLRCA ("National Agreement")(J-1) governs the terms and conditions of rural letter carriers' employment, including their compensation (Article 9), route assignments and seniority (Article 12), and the grievance procedure (Article 15).[1] The Postal Service pays rural letter carriers in accordance with a unique and complex "evaluated compensation system." J-11; Tr. 198-99.

Articles 15 and 31.2 of the National Agreement govern the grievance procedure in the rural craft and require the Union and Employer to share information and negotiate in good faith at each Step of that procedure and to attempt to settle grievances at the lowest possible Step. J-1 at pp. 76-83, 126-127. The parties chose to state these important principles right up front: "Grievances which are filed pursuant to [Article 15] are to be processed and adjudicated based on the principle of resolving such grievances at the lowest possible level in an expeditious manner, insuring that all facts and issues are identified and considered by both parties." *Id.* at 76. Moreover,

> The parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth above will result in settlement or withdrawal of substantially all

[1] Many of the relevant contractual provisions and facts are already addressed in the parties' Stipulation of Facts and Exhibits. J-11.

> grievances initiated hereunder at the lowest possible Step and recognize their obligation to achieve that end.

*Id.* at 83. Local stewards, area stewards, and assistant district representatives who handle grievances at Step 1, District Representatives who handle grievances at Step 2, Regional Representatives who handle grievances at Step 3, and the Director of Labor Relations who handles national level grievances and oversees all grievance activity take these provisions seriously. While they strive to do the best they can for employees who file grievances, they recognize that they cannot make everybody happy all of the time. Tr. 215. Sometimes practical considerations warrant compromise and settlement short of taking even meritorious grievances to the mat.

The National Agreement also governs route assignments and seniority in the rural craft. J-1 at 53-74, 145-47. The Employer is responsible for maintaining seniority lists, posting rural routes when they become vacant, and administering the route bidding system. J-11 at ¶¶ 4-5.

**B. The Denham Springs, Louisiana Post Office**

The Denham Springs Post Office has more rural routes than any other office in Louisiana. Tr. 266-7. In March 2017, it had approximately 36 rural routes and approximately 50 rural letter carriers. Tr. 265-6. Supervisors in the office at the time consisted of Postmaster Loquita Vallery, Kimberly Martin, Elisa Hamilton, and Dana Lewis. Tr. 267.

At all relevant times, rural carrier Tameka Brown served as the NRLCA's local steward in Denham Springs. She handles grievances in that office at Step 1 of the grievance procedure. NRLCA District Representative ("DR") Toni Canon generally handles grievances filed by all rural letter carriers in the Louisana District at Step 2. Tr. 318-19. Grievances appealed to Step 3 are handled by Regional Representative Debbie Williams ("RR Williams"), who handles all Step 3 grievances out of the Postal Service's Southern Area. Tr. 355. RR Williams has served as a

Regional Representative – or in the equivalent position[2] – since 1995 and has held Union positions in which she was responsible for handling grievances for thirty-two years. Tr. 354.

The charging party, Amanda Williams ("A. Williams"), entered on duty ("EOD") on March 24, 2014 and was one of about thirty RCAs in the Denham Springs Post Office in March 2017. R-5 at 9; R-10 at 42-44. Other RCAs in that office at the time included Myaika Gross (EOD May 5, 2012)(R-3 at 13), Angela Porter ("A. Porter")(EOD March 24, 2014)(R-6 at 9), and Yiesha Porter ("Y. Porter"). Although Y. Porter started working for the Postal Service on September 8, 2014, she transferred to Denham Springs on October 3, 2015. R-4 at 3-5. Thus, her *seniority date* was October 3, 2015, and she was towards the middle of the pack with respect to seniority, with ten RCAs ahead of her, in March 2017. *Id.*

**C. Myaika Gross Grievance**

On March 31, 2017, Ms. Gross filed a grievance because Postal management rejected her attempt to bid on four routes that were posted earlier that month. R-3 at 9; J-11 at 3.[3] Ms. Gross was the second-most senior RCA in the office. R-7 at 13, 17.[4] Significantly, however, the issue in the grievance did not involve seniority. Tr. 308, 310. Rather, the sole issue concerned whether Ms. Gross properly submitted medical documentation making her eligible to bid on routes in March 2017. R-3 at 9. The Postal Service wrongly claimed that Ms. Gross had not provided the documentation to management. R-3 at 9, 39-45, 47-49. As a result, despite being eleventh in line in seniority and eight places behind Ms. Gross, Y. Porter won the final route awarded in the March bid, becoming a regular carrier, and Ms. Gross remained a RCA. At the same time, A.

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[2] The Regional Representative position was previously titled "Grievance Specialist".

[3] All dates are 2017 unless otherwise noted.

[4] Christina Beach was the most senior RCA at the time. R-7 at 17.

Williams, A. Porter, and RCA Christina Beach were awarded routes and converted to regular carriers. R-3 at 32-33.

The Postal Service denied Ms. Gross' grievance at Step 1, where it was handled for the Union by Ms. Brown, and Step 2, where it was handled for the Union by Ms. Cannon. R-3 at 6-9. Ms. Cannon appealed the grievance to Step 3 on May 22. R-3 at 5. RR Williams handled the Gross Grievance at Step 3 and, in that capacity, she discussed the case numerous times with the Postal Service's Step 3 representative Sharon Favors, also a very experienced labor-relations official. Tr. 356-359; R-3 at 2. Both parties' Step 3 representatives quickly agreed that the Postal Service violated the contract and that they "needed to decide what would be an appropriate remedy to remedy the violation with the least impact [on the bargaining unit] possible." Tr. 359. RR Williams explained that devising such a remedy was a lengthy and complicated process. Tr. 371. A lot of time had already passed, and the parties had difficulties and delays getting an accurate seniority list and bidding information, which were necessary to determine which carriers were eligible for which routes. Tr. 359-60; R-9 at 64, 74 . The local office did not have a seniority list, so RR Williams asked Ms. Cannon to assist in obtaining the necessary information from the Postal Service at the District level. *Id.*

On July 5, Postal Service District Rural Delivery Operations Programs Specialist Rebecca Hood provided Ms. Cannon with an "RCA Seniority List" for Denham Springs. R-9 at 70-72. Ms. Cannon sent the seniority list and some bidding information along with a summary of the sequence of events to Ms. Williams. R-7 at 16-28. The seniority list showed that A. Porter and A. Williams had the same seniority date, but it listed A. Porter ahead of A. Williams. *Id.* at 70. In RR Williams' experience, this meant that A. Porter was senior to A. Williams, and both parties proceeded with that reasonable assumption. Tr. 365-368; R-9 at 68-69.

Even after receiving the list and initial bidding information, the Union was still trying to gather the specific bidding documents needed to determine the remedyin the Gross grievance. R-9 at 56, 64. Several interim route postings complicated these efforts. R-9 at 51, 60-62. First, on May 6, Route 20 went up for bid. R-3 at 58; J-11 at 4. Ms. Gross bid on that route, but it was awarded to Y. Porter who had jumped ahead of Ms. Gross in seniority as a result of the Postal Service's failure to permit Ms. Gross to bid on the March posting. R-3 at 59-60. As a result, Ms. Gross was awarded Route 33 – a residual route vacated by Y. Porter when she moved to Route 20. *Id.*

The Postal Service put another route up for bid at the end of July, which resulted in Route 38 being held in abeyance. R-9 at 60-63; J-11 at 9; Tr. 367. Finally, in early September, five part-time flexible ("PTF") positions were posted and awarded. R-2 at 22; R-7 at 133. Neither Y. Porter nor A. Porter bid on those PTF positions at the time because the Postal Service had already converted them to regular carriers as a result of the March posting. Five carriers won those PTF positions. *Id.* Each of them had seniority dates of October 6, 2014 and were senior to Y. Porter, but junior to A. Porter prior to the March posting. *See* R-9 at 19; R-3 at 52-53.

At hearing, RR Williams provided notes, documents, and testimony explaining that coming up with the remedy for the Gross Grievance was complicated by a number of factors. Tr. 363-371; R-9 at 49, 51; R-10. RR Williams shared these meticulous notes with management during the grievance process. Tr. 363, 369. RR Williams explained, "I was communicating back and forth with the management representative, trying to determine that I was deciphering the information correctly, communicating with the district representative, and trying to make sure we did the best possible settlement." Tr. 371. And as she related to Ms. Favors, "this one seemed to keep snowballing with all the postings." R-9 at 49.

Later in September, after spending many hours poring over voluminous documents and discussing the matter with Ms. Cannon and Ms. Favors, RR Williams proposed a settlement to the Postal Service that she believed reflected an accurate and fair remedy. R-9 at 49. Ms. Cannon and RR Williams testified that they had no reason to doubt the accuracy of the list provided by Ms. Hood. Tr. 331, 365. Thus, RR Williams and Ms. Favors relied upon that list to work out the remedy in the Gross case.

On September 18, the parties agreed to a settlement that placed Ms. Gross on the route she would have been on had the Postal Service not denied her the opportunity to bid. R-3 at 2-3 ("Gross Settlement"). The settlement was signed by RR Williams on September 20, and Ms. Cannon provided copies to local management and Ms. Hood the next night. *Id.*, R-7 at 136. Because of the complexity and sensitivity of this grievance, RR Williams notified NRLCA Director of Labor Relations Johnson and Executive Committeeperson Shirley Baffa of the settlement. R-9 at 46-47.

Sensitive to the fact that Y. Porter would be reverted back to an RCA as a result of the settlement, RR Williams tried to insist that the Postal Service not issue Y. Porter a "letter of demand", which the Postal Service automatically issues in such situations for overpayments. R-9 at 49. Given that Y. Porter jumped ahead of Ms. Gross and ten other RCAs in seniority in March, she was receiving career benefits that she was not entitled to and would have to return those payments to the Postal Service. Tr. at 400-01. However, RR Williams told Ms. Favors: "I would not expect a letter of demand for Porter under the circumstances." *Id.* Unfortunately, the Postal Service issued the letter of demand anyway, but the Union is currently processing a grievance over that demand to convince the Postal Service to waive any money owed. Tr. 400-401

RR Williams also tried to minimize the Gross Settlement's impact on A. Williams. She testified that although the Union would not normally notify individuals who are not "grievants" of a grievance settlement, she told Ms. Canon to notify Amanda Williams and Yiesha Porter so that they did not miss an opportunity to bid on a future posting – which she believed to be imminent. Tr. 374; R-9 at 46-47. She also consulted with her supervisor, Mr. Johnson, about the matter. *See, e.g.*, R-1 at 1.

The Postal Service delayed implementation of the Gross Settlement until December 8. R-9 at 25-26, 34; Tr. 382-83, 402. In November, prior to implementation of the settlement, A. Williams chose to become a 204-B supervisor and, consequently, no longer had to carry Route 33 – the route she was placed on as a result of the Gross settlement and one that she was unhappy with. Tr. 38[5] After thirty days as a 204-B, A. Williams received a contractually mandated salary that was not tied to her route assignment. J-11 at ¶ 18; J-1 at 105.[6]

Shortly after the Union notified A. Williams and Y. Porter about the Gross Settlement, RR Williams learned that the carriers had raised concerns that the settlement did not apply the correct seniority rankings to the affected carriers. Tr. 368, 371. RR Williams contacted Director of Labor Relations Johnson to discuss the issue with him, and they agreed that while the Gross

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[5] A. Williams wanted routes 26 and 28 because she wanted a route that was delivered with a government vehicle – as opposed to a personally-owned vehicle. Tr. 44. Yet, she testified that when she carried Route 33, her Postmaster lent her a Postal vehicle so that she would not have to use her own. Tr. 116.

[6] At hearing, A. Williams incorrectly testified that the salary for Route 28 was $43,000 based upon her interpretation of the pre-award sheet. Tr. 63, 65; GC-4 at 1. However, the pre-award sheet does not contain salaries and, as Mr. Johnson explained the number that A. Williams was looking at was the route's weekly evaluation of 43 hours. Tr. 223-25.

Settlement was final, carriers who felt aggrieved certainly were entitled to file grievances. R-9 at 35, 44; Tr. 377.

**D. Amanda Williams, Yiesha Porter, and Angela Porter Grievances**

On September 22, A. Williams and Y. Porter filed grievances challenging the Gross Settlement and claiming that the remedy was based upon an incorrect seniority list. R4 at 7, R5 at 8. The next day, Angela Porter filed a grievance claiming that she felt that management intended to improperly take her off of her assigned route, Route 28. R-6 at 12 (R-4, R-5, and R-6 shall be referred to collectively as the "Williams/Porter Grievances"). A. Porter expressed many of her concerns about the situation in a lengthy email message to Ms. Cannon in which she described problems with the bidding process that prevented her from bidding on all the routes in the office in April and her firm belief that management intentionally sought to game the system so that Y. Porter could jump over several other RCAs who were ahead of her in seniority. R-7 at 145-150. Although the Union immediately looked into questions about the seniority list, there was no verifiable proof of any seniority list errors in September 2017. Tr. 371-372, 375-377.

A. Williams and Y. Porter testified that they met with management and Ms. Brown the day after they learned about the settlement and that they discussed the "correct" seniority list. Tr. 79-82, 98-22; R-3 at 34. Although the employees were referencing the *schedule* as a seniority list, as the Union's witnesses testified, *the schedule is not a seniority list*. Tr. 205, 296, 330-31, 370. Even if schedules could be used as seniority lists, the schedule in question here had several handwritten changes and markings that made it even more unreliable. Tr. 370; R-3 at 34.

The Union and Postal Service could not just accept the new seniority information proffered by local management and the grievants – they had to validate the new information they were being given. Tr. 376-77. Thus, as soon as the Williams/Porter Grievances were filed, Ms.

Brown worked with management to determine any errors in the seniority list used for the Gross Settlement, and she handled the grievances at Step 1. Tr. 292-297, 299. She and her Step 1 counterpart, Postal supervisor Elisa Hamilton, attempted to construct an accurate seniority list. *Id.* Ms. Brown and Supervisor Hamilton obtained some of the pertinent information from a manager in the Postal Service's human resources department, Jinnylynn Griffin. Tr. 295. Ms. Brown explained that the process took a long time because of the volume of documents. She gave a detailed description of the laborious task of trying to figure out the order of seniority and proper assignment of routes. Tr. 296-297. Sometime in November, Ms. Brown and Supervisor Hamilton finalized their seniority list ("November List"). R-4 at 11-12; Tr. 297, 299. The November List incorporated the changes made as a result of the Gross Settlement. Thus, Ms. Gross, A Williams, and A Porter were listed, in that order, as all having become regular carriers on April 15, and Y. Porter was the second most senior RCA with a seniority date of October 3, 2015. *Id.* The November List also reflected the five carriers who became PTFs on September 6, 2017. *Id.*

Ms. Brown sought guidance from Ms. Cannon and RR Williams regarding how to proceed with the Williams/Porter Grievances at Step 1. Tr. 300-1, 344; R-2 at 10-13; R-9 at 28, 34. She told them that carriers in the office were blaming her for the fact that it was taking so long to resolve the seniority issues. *Id.*; Tr. 292. RR Williams provided proposed settlement language to Ms. Brown and Ms. Cannon, but the Postal Service denied the grievances and, accordingly, Ms. Brown appealed them to Step 2. R-9 at 28, 34; R-4 at 6, R-5 at 7; R-6 at 11. Ms. Brown provided copies of the Step 2 appeals to all three grievants. Tr. 302.

Ms. Cannon handled the Williams/Porter grievances at Step 2. Tr. 344, 347. She testified that she does not normally seek input from RR Williams, but the fact that these grievances

implicated the recently executed Gross Settlement, she needed guidance. Tr. 337-38. She continued to attempt to get documents from the Postal Service at the District level to verify the November List and, more importantly, to understand the order of seniority for rural carriers at the time of the March 2017 posting. Tr. 345-347; R-7 at 202-211. On December 18, USPS Operations Programs Specialist Rebecca Hood informed Ms. Cannon that she was still awaiting a response from "HRSSC" on the essential seniority list information. R-7 at 206. Ms. Hood got back to Ms. Cannon on December 20 with a list that she described as "the best I can do." R-7 at 203-06. She added that she pulled the list from the Postal Service's WebCOINs system and that it "was a pain to pull." *Id.* Although that list appeared to show enter on duty dates and seniority dates, it was not in seniority order. In addition, the had at least one inaccuracy in that it incorrectly showed Y. Porter's seniority date as September 8, 2014, when it should have been October 3, 2015 – the date that she transferred to Denham Springs. *Id.* Ms. Cannon responded that she needed a copy of the seniority list from March 2017, to which Ms. Hood replied, "This is still a correct Seniority list." R-7 at 207.

On January 2, Ms. Cannon updated RR Williams on the Williams/Porter Grievances and her efforts to implement the July 2017 posting which involved two routes that were now being held in abeyance. R-7 at 212. As a result of the Gross Settlement, the parties were supposed to apply the contract at the local level to ensure that the award would be done correctly. R-3 at 2. This could not be accomplished, however, until the Postal Service provided a corrected seniority list. RR Williams informed Ms. Cannon that the list sent by Ms. Hood "was not corrected and verified" and that it needed to be done at the District level, something that – through no fault of the Union – did not occur until March 2018. R-7 at 186, 213; Tr. 339-41, 346-47.

Meanwhile, RR Williams was working with Director of Labor Relations Johnson and Postal Service Manager of Contract Administration Cathy Perron to figure out how best to resolve the Williams/Porter Grievances given the apparent – but still unverified – errors in the seniority list, the amount of time that had passed since the original postings, and other complications, such as the interim PTF and route postings. R-9 at 12-15, 21, 24; Tr. 216. On January 10, 2018, Ms. Cannon inquired with RR Williams as to the status of the Williams/Porter Grievances. R-9 at p. 16. The next day, RR Williams emailed Ms. Cannon to let her know that she was waiting to hear back from Ms. Favors and informing her that the seniority list still needed to be verified: "The seniority list that is included in the (3) [grievance] files you sent was not corrected and verified by the Step 2 parties ... as requested in the remedy. The seniority list needs to be corrected and verified at the District level." *Id.*

On January 23, 2018, RR Williams had a conference call with Mr. Johnson and Ms. Perron. R-9 at 13-14; Tr. 216-17. During that call, Ms. Perron stated that the parties would not "undo" the Gross Settlement because it had been made in good faith with the information they had at the time. *Id.*; Tr. 231-33; 381. The parties agreed that they needed to come up with a solution that would "resolve all issues" without having to re-engineer a complicated retroactive remedy that would cause additional disruption, move carriers around again, and likely lead to further disputes. Tr. 215-216, 231-33, 379-81. RR Williams testified that the parties considered numerous factors including "how to settle ... with the least impact to the least amount of employees." Tr. 383-4. They also had to take into account the fact that management delayed implementing the Gross Settlement, the routes that were being held in abeyance, and the PTF positions that had been awarded in September. Tr. 382-84, 402.

After the January 23, 2018 call, RR Williams drafted and proposed settlement language that required management to utilize the proper seniority list moving forward. Tr. 382; R-9 at 10-11. The proposed settlement also required the Postal Service to post Routes 26 and 38, which were being held in abeyance, as well as two vacated PTF positions. *Id.*[7] The parties deliberately sought to enable A. Williams to bid on and get Route 26 and enable Y. Porter to immediately obtain career status by becoming a PTF. R-9 at 12; Tr. 379-85. Mr. Johnson, who has extensive experience dealing with similar seniority and bidding issues (Tr. 211-15), agreed with the final language and sent it to Ms. Perron who concurred as well. R-9 at 8-12; Tr. 215-18.

On March 23, 2018, after the parties finally verified the seniority of carriers in Denham Springs, the parties executed mutual settlements of all three Williams/Porter Grievances using RR Williams' language at Step 2. R-4 at 2; R-5 at 2; R-6 at 2. As a result of this settlement, A. Williams returned to Route 26 – the route she had wanted from the beginning – and Y. Porter became a career, PTF, employee. Also, significantly, the parties were in agreement as to the corrected seniority list to be used going forward so as not to create the kind of turmoil and confusion that occurred as a result of the Postal Service's initial contractual violation (the Gross grievance) and its failure to maintain a proper seniority list. Tr. 380-81.

[7] At hearing, the General Counsel attempted to argue that requiring management to post a PTF position did not help Y. Porter at all because she would still have to *bid* for it. Tr. 398. However, as RR Williams explained at hearing, "PTFs are created at management's discretion" and without the settlement, Y. Porter may not have had the opportunity to become a career employee at that time. Tr. 385. Likewise, because of the contractual requirements governing PTFs and seniority, there is no way for the Union or Employer to simply place someone into a PTF position without going through the bidding process. The fact that Y. Porter had to take the ministerial step of submitting a bid does not change the fact that the settlement of her grievance helped her to become a PTF.

### E. Amanda Williams' Unfair Labor Practice Charge

On January 23, 2018, prior to the settlement of the Williams/Porter Grievances, A. Williams filed an unfair labor practice ("ULP") charge against the Union claiming that the Union committed an unfair labor practice "by failing to follow the office seniority list when resolving bid grievances and/or by refusing to fairly process a grievance over that, for arbitrary or discriminatory reasons or in bad faith." GC-1(a).[8] Region 15 issued a "Complaint and Notice of Hearing" ("Complaint") on June 25, 2018. GC-1(c). The Complaint alleged, "Since about March 23, 2018, Respondent has refused to process grievances to arbitration concerning the Employer's failure to follow seniority when awarding bids...." *Id.* at Para. 7(a).

A hearing was held in this matter on October 9-10, 2018. At the trial, counsel for the General Counsel proffered two different allegations: 1) "that the Union's decision to settle Ms. Williams and Ms. Porter's grievances without requiring the employer to retroactively apply the correct seniority list, and fix the errors caused by the employer's actions, because it would be difficult to do was arbitrary and therefore a violation of the act [sic.]" (Tr. At 14-15); and that "settling the grievances without discussing the impact on the grievants was arbitrary." Tr. 145. However, at no time did the Charging Party file an amended charge, nor did the General Counsel amend its complaint to include anything other than the allegation concerning the Union's failure to take the grievances to arbitration.

[8] Apparently, the charge originated well prior to January 23, 2018, as A. Williams provided an affidavit to the Region on December 14, 2017. Tr. 114. Either way, the charge was filed while the Union was still actively processing the Williams/Porter grievances.

## ISSUE PRESENTED

Whether the General Counsel carried its burden to prove that the Union's failure to take Amanda Williams and Yiesha Porter's grievances to Arbitration constituted arbitrary conduct in violation of Section 8(b)(1)(A) of the Act.

## ARGUMENT

### I. THE COMPLAINT ALLEGES ONLY THAT THE FAILURE TO TAKE A. WILLIAMS AND Y. PORTER'S GRIEVANCES TO ARBITRATION WAS ARBITRARY

The Complaint in this case solely alleges that the Union's decision not to take the A. Williams and Y. Porter grievances to arbitration was arbitrary. GC-1(c). However, this allegation differs significantly from that specified in the January 2018 ULP charge. This represents a fatal flaw in the General Counsel's pleading and constitutes a failure to state a claim for which relief can be granted. The Complaint should be dismissed on this basis alone. *See, e.g., Mckenzie Engineering Co.*, 326 NLRB 473 (1998); NLRB Casehandling Manual § 10264.1-64.2 ("Normally, the complaint should conform to all allegations of the last amended charge...;" "The allegations of the complaint should be sufficiently detailed to enable the parties to understand the offenses charged and the issues to be met.").

The ULP charge in this matter alleges that the Union committed an unfair labor practice "by failing to follow the office seniority list when resolving bid grievances and/or by refusing to fairly process a grievance over that, for arbitrary or discriminatory reasons or in bad faith." GC-1(a). The Complaint, on the other hand, alleges that the Union violated Section 8(b)(1)(A) of the Act because "Since about March 23, 2018, Respondent has refused to process [A. Williams and Y. Porter's] grievances *to arbitration*" (emphasis added). GC-1(c) at ¶ 7(a). Thus, after the Charging Party alleged that the Union did not fairly process her grievance – even though the

Union was actively processing the grievance at Step 2 at the time the charge was filed – the General Counsel later alleged that the Union's conduct in *not going to arbitration* "was arbitrary." *Id.* at ¶ 7(b). Confusingly, the Complaint appears to allege that the arbitrary act of failing to take the grievances to arbitration amounts to a "fail[ure] to represent Amanda Williams and Yiesha Porter for reasons that are arbitrary, invidious, or in bad faith and has breached the fiduciary duty it owes to said employees and the Unit." *Id.* at ¶ 7(c). Yet there has never been any suggestion of invidious or bad faith conduct and no evidence exists to support such a vague "kitchen-sink" charge.

Perhaps indicative of the General Counsel's inability to establish "arbitrariness" given the high-level of discretion afforded to Unions in settling grievances, the General Counsel continued to move the goalposts for the Union *even at the hearing in this matter*. In its opening statement at trial, the General Counsel stated that the decision to settle the Williams/Porter Grievances without a retroactive remedy constituted a violation of the Act. Tr. 14-15. Later in the hearing, counsel for the General Counsel posited the General Counsel's position this way:

> [W]hen the Union settled the grievances, they knew there were some grievances that would have some type of result and some type of impact. We presented evidence that they settled the grievances without discussing with the grievants the impact that may have on the grievants....
>
> So our position is – their settling grievances without discussing the impact on the grievants was arbitrary.

Tr. 145. Thus, the allegation evolved from the failure to process grievances (the ULP charge) to failure to take grievances to arbitration (the Complaint) to the failure to seek a retroactive remedy (opening statement) to the failure to discuss the impact of a settlement with the grievants prior to settling. Due process requires the General Counsel to pick a theory to allege in its complaint and stick to it.

The Union is unaware of any legal obligation to discuss the impact of a settlement with potentially-affected employees prior to settling a grievance, but regardless, the record clearly reflects that the Union considered the impact of the Williams/Porter and Gross settlements on *all* employees. In any event, neither the charge nor the Complaint make any mention of either a failure to seek a retroactive remedy or a failure to discuss the settlement's potential impact with the grievants. As such, the General Counsel failed to properly plead this allegation. Accordingly, these new allegations should be dismissed outright. *See, e.g., Albertsons, Inc.*, 351 NLRB 254, 255 (2007); Case Handling Manual at § 10264.2 ("Complaint allegations should sufficiently set forth separate and alternative theories of a violation."). To the extent that any allegations are considered, such consideration should be limited to those allegations pled in the Complaint concerning the decision not to take the Williams/Porter grievances to arbitration.

## II. THE DECISION NOT TO ARBITRATE THE GRIEVANCES WAS NOT ARBITRARY

Despite the many hours of hard work and negotiation put into the Williams/Porter Grievances by Union representatives from the local to the national level, the complexities of the issues involved, the number of rural letter carriers affected by the seniority issues in Denham Springs, and the fact that experienced Union *and* Employer representatives considered numerous factors and believed the final resolution of the grievances to be fair and reasonable, the General Counsel argues that the Union's decision not to take the Williams/Porter grievances to arbitration was *arbitrary*. However, the NLRB and the courts have long recognized that the Board and judges must not interfere with or second-guess Unions' good faith efforts to resolve grievances.

The fact that some individuals may be unhappy with the outcome of their grievances does not render a grievance settlement arbitrary; the fact a grievance may have been settled with a different result does not render a settlement arbitrary; the fact that a grievance settlement may be

imperfect does not render it arbitrary. Indeed, there is an extremely high bar to finding that a Union has acted arbitrarily in settling a grievance short of arbitration. Unfortunately, by pursuing a complaint in this case, the General Counsel is engaged in a dangerous effort to lower that bar – one that threatens unions' ability and discretion to effectively represent their bargaining unit members as well as their ability to work with management to resolve grievances to further the goal of peaceful labor relations.

a. Applicable Legal Principles

i. Unions are Entitled to a High Degree of Deference in Settling Grievances and Choosing Not to Pursue Arbitration

For 65 years, the federal courts and the NLRB have recognized that unions must retain broad discretion to make decisions with respect to handling grievances and other representational activities. *See, e.g., Ford Motor Co. v. Huffman*, 345 U.S. 330, 338 (1953); *Vaca v. Sipes*, 386 U.S. 171, 190-195 (1967); *Air Line Pilots Assn., Int'l v. O'Neill* 499 U.S. 65, 67, 78 (1991); *See also, Landry v. Cooper/T. Smith Stevedoring Co., Inc.*, 880 F.2d 846, 852 (5th Cir. 1989); *Jaubert v. Ohmstede, Ltd.*, Slip Op. 13-30969 at 6-7 (5th Cir. 2014); *Davis v. U.S. Steel, Paper, & Forestry Rubber, Mfg.*, Slip Op. 18-40259 at 6-7 (5th Cir. 2018); *Steelworkers Local 2869 (Kaiser Steel Corp.)*, 239 NLRB 982, 982-83 (1978). From that core tenet arose the oft-cited principle governing unions duty of fair representation towards their members, as stated in the 1967 *Vaca* case:

> A breach of the statutory duty of fair representation occurs only when a union's conduct toward a member of the collective bargaining unit is arbitrary, discriminatory, or in bad faith.

*Vaca*, 386 U.S. at 190. And two decades later, the Supreme Court defined the "arbitrary" part of that DFR test in holding:

> [A] union's actions are arbitrary only if, in light of the factual and legal landscape at the time of the union's actions, the union's behavior is so far outside a "wide range of reasonableness," ... as to be irrational.

*O'Neill*, 499 U.S. at 67, quoting *Ford Motor Co.*, 345 U.S. at 338.

This "wide range of reasonableness" standard is intended to encourage good faith collective bargaining and to avoid the inevitable Monday-morning quarterbacking that takes place when unions – and employers – settle grievances or make other decisions that simply cannot please everybody involved. As the Supreme Court stated in *Ford Motor Co.*, 345 U.S. at 38, "The complete satisfaction of all who are represented is hardly to be expected. A wide range of reasonableness must be allowed in a statutory bargaining representative in serving the unit it represents, subject always to complete good faith and honesty of purpose in the exercise of its discretion."

It is undisputed that this broad degree of discretion extends to unions' decisions as to whether or not to take a grievance to arbitration. In *Vaca*, the Supreme Court explained that the law sets a high bar for challenging such decisions because to do otherwise would "substantially undermine[]" labor relations and "overburden" the very grievance and arbitration mechanisms encouraged by the Act. *Vaca*, 386 U.S. at 191-2. There, the Court stated,

> In L.M.R.A. § 203(d) ... Congress declared that "Final adjustment by a method agreed upon by the parties is ... the desirable method for settlement of grievance disputes arising over the application or interpretation of an existing collective-bargaining agreement." In providing for a grievance and arbitration procedure which gives the union discretion to supervise the grievance machinery and to invoke arbitration, the employer and the union contemplate that each will endeavor in good faith to settle grievances short of arbitration ... [T]he settlement process furthers the interest of the union as statutory agent and as coauthor of the bargaining agreement in representing the employees in the enforcement of that agreement.

*Vaca*, 386 U.S. at 191. Likewise, in *O'Neill*, the Supreme Court reinforced the "strong policy favoring the peaceful settlement of labor disputes." O'Neill, 499 U.S. at 78, citing *Groves v. Ring Screen Works*, 498 U.S. 168, 174 (1990).

The Fifth Circuit has repeatedly cited the *Vaca* and *O'Neill* standards in holding that a Union's good faith decision not to take a grievance to arbitration must not be second-guessed by the courts. *See, e.g., Freeman v. O'Neal Steel, Inc.*, 609 F.2d 1123, 1126, 1128 (5th Cir. 1980), *cert. denied*, 449 U.S. 833 (1980), citing, *inter alia, Turner v. Air Transport Dispatchers' Assn'*, 468 F.2d 297, 299 (5th Cir. 1972). These cases also support the proposition that unions are entitled to consider multiple factors beyond the merits of a grievance when determining whether to settle or take a grievance to arbitration. Such considerations include the cost of proceeding with the grievance, the impact on other members or the bargaining unit as a whole, and the potential for further grievances or litigation. *Ford Motor, Co.* 345 U.S. at 337-8; *Air Line Pilots*, 499 U.S. at 80-81. *Freeman,* 609 F.2d at 1128, citing *Lama Boot Co.*, 448 F.2d 1264, 1265 (5th Cir. 1971); *See also, Landry v. Cooper/T. Smith Stevedoring Co., Inc.*, 880 F.2d 846, 854 (5th Cir. 1989)("'a union may refuse to process a grievance or handle the grievance in a particular manner for a multitude of reasons,' so long as a union acts in good faith and there is some nonarbitrary basis for its decision."). As addressed below, these were exactly the types of considerations contemplated by the Union in settling the three Williams/Porter grievances.

Even settlements later deemed "bad," "wrong," or "negligent" by courts or the Board do not amount to a breach of the duty of fair representation. *O'Neill,* 499 U.S. at 79 ("A settlement is not irrational simply because it turns out *in retrospect* to have been a bad settlement"); *Diversified Contract Services, Inc.*, 292 NLRB 603, 605-6 ("a union does not commit an unfair labor practice by making good-faith, nondiscriminatory errors of judgment in processing

grievances.")(citations omitted); *Findley v. Jones Motor Freight*, 639 F. 2d 953, 957-58 (3rd Cir. 1981); *Jaubert,* Slip Op. 13-30969 at 6-7. Likewise, Unions do not violate the Act by choosing to limit distribution of a settlement's monetary remedy to certain employees for practical or administrative reasons. *Kaiser Steel*, 239 NLRB at 982-83; *See also, National Assn. of Letter Carriers*, 347 NLRB 289, 289-90 (2006). Accordingly, absent bad faith or discrimination, unions must be afforded a great deal of discretion in settling grievances. Thus here, even if the Judge accepts the General Counsel's apparent position that the Williams/Porter Grievance settlements were "wrong" or that a "better" solution was possible – something the Union is by no means conceding – the NRLCA's decision to settle those Grievances in the manner they did here was not arbitrary or irrational, and thus, is fully consistent with the Act.

b. The Union Handled the Williams/Porter Grievances Diligently, Deliberately, and Rationally

In handling the three Williams/Porter grievances, the Union and Postal Service gave thorough consideration to the relevant facts and considerations while honoring their Article 15 obligations to negotiate in good faith and resolve grievances at the lowest possible Step. They did so while attempting to achieve a settlement "with the least impact to the least amount of employees" – just as they had done with the Gross grievance – and one that would resolve the seniority issues in Denham Springs moving forward. Tr. 384.

i. Experienced Union and Management Representatives at All Levels Discussed and Worked on the Grievances

The Union's diligence and deliberation is readily apparent in the actions of its representatives: From local steward Brown sorting and combing through documents with local management to piece together an accurate seniority list, to District Representative Cannon persisting in her efforts to get the necessary information from Postal officials, to RR Williams

and Director of Labor Relations Johnson discussing the situation and possible resolutions with USPS representatives Favors and Perron, the Union invested a tremendous amount of time and resources and involved the highest levels of NRLCA and Postal officials from the moment the grievances were filed.

Moreover, the end result was one that these experienced representatives felt was fair and reasonable and would allow the Postal Service and the bargaining unit employees to move forward with minimum additional disruption to employee route assignments and without similar problems arising in the future. The "factual landscape", to use the Supreme Court's term from *O'Neill*, also allowed the parties an opportunity to give the affected carriers what they wanted prospectively: for A. Williams this was Route 26 and for Y. Porter it meant a career position. This approach is fully consistent with the standards set forth in *Ford Motor*, *Vaca*, *O'Neill* and their progeny, which acknowledge that unions appropriately take many factors into account when resolving grievances.

ii. The Parties Properly Considered a Variety of Factors Which Implicated the Williams/Porter Grievances

The Union and Postal Service had a number of factors to consider in deciding how to handle the Williams/Porter Grievances. For one, the grievances came on the heels of the Gross Settlement – an agreement reached in good faith only after the Union and Postal Service engaged in many months of painstaking work and negotiation to determine the proper seniority rankings and route awards to remedy the Postal Service's blatant contractual violation. The Postal Service's failure to maintain a proper seniority list throughout 2017 had hampered that process, but eventually, the Postal District provided what both parties believed to be an accurate seniority list – one that nobody questioned and neither party had reason to doubt. Tr. 365. The parties signed the Gross Settlement with the understanding that it was fair and final and that it resolved a

months-long, complicated dispute. They acknowledged that not everybody would be happy with the settlement, but the Union took steps to minimize the impact on A. Williams and Y. Porter by notifying them immediately so that they could bid on upcoming postings. Tr. 374; R-9 at 47.

Only after Union and management representatives spent months working on the Gross Settlement, using a Postal-provided seniority list, and only after they executed a final, binding settlement agreement, did anybody call the seniority list into question. However, even after Postmaster Vallery produced her version of the list, the parties could not simply take such a newly proffered, unverified list, switch a couple of routes and rural carriers around, and call it a day. If the parties wanted to avoid any further confusion or mistakes, they would take pains to verify the seniority list and come up with a remedy that best addressed the situation with minimal negative impact on the bargaining unit as a whole.

While the parties worked on verifying the seniority list at the local and District levels, RR Williams, who handled and settled the Gross grievance at Step 3 and ultimately drafted the Williams/Porter settlement language, was engaged in extensive conversations about the grievances with her supervisor, Director of Labor Relations Johnson. Mr. Johnson, in turn, had multiple discussions about the grievances with Ms. Perron, his counterpart at Postal headquarters, and all three individuals spoke at length on January 23, 2018. Tr. 216- 217; 378-9; R-9 at 13-14. They each took time to understand the facts and consider issues ranging from the finality of a settlement entered into in good faith, to the impact of the September 2017 PTF posting that caused five RCAs to get career positions, to the fact that the Postal Service was holding two routes in abeyance for an inordinate amount of time, in part because of the unresolved seniority issues. Tr. 378-81, 383-85; R-9 at 7-15.

In their discussions regarding the Williams/Porter Grievances, the Union and Postal Service jointly agreed that they would not implement a remedy that would retroactively change the Gross Settlement, but that they wanted to ensure the problem would be fixed going forward. Given the parties' strong interest in ensuring that settlement agreements entered into in good faith are final and binding on the parties, this was a rational decision. To treat settlements any differently would invite uncertainty, confusion, and endless disputes – exactly the opposite of fostering the labor peace that, as *Ford Motor*, *Vaca*, and *O'Neill* remind us, remains a fundamental goal of the Act. *Vaca*, 386 U.S. at *191; O'Neill* 499 U.S. at 78. Thus, when the parties signed the Gross Settlement, they justifiably expected the remedy to be carried out as set forth in that settlement. And when they were confronted with the fact that the Gross Settlement relied upon a faulty seniority list – *a fact that was not confirmed for quite some time* – the parties had to consider how to honor that agreement and resolve the situation as best they could. It is not always possible to go back in time and put everything back the way it should have been, but as Mr. Johnson put it, "you try [to] do the best you can with the facts you have in front of you." *Id.* That, and no more, is what is required to stay within the "wide range of reasonableness" under the *O'Neill* standard.

Timing played a big role in why the parties settled the grievances as they did, as well. The Union did not have a verified seniority list until March 2018, just before the parties signed the Williams/Porter settlements. A year had passed since the initial route posting. By that time, Route 26 – the route A. Williams wanted from the start – was available to her. She ultimately bid on and won the route, but decided to remain a 204(b) supervisor. In addition, the Union had figured out a way to ensure that Y. Porter would receive a career position by requiring the Postal Service to post PTF positions. As a result, Y. Porter became a career carrier again – an

opportunity she would not have had if the initial March 2017 posting had been handled correctly from the beginning.

In trying to figure out how to best resolve the Williams/Porter grievances, the parties also considered the "domino effect" created when route posting and seniority disputes arise, an effect that is magnified the larger the post office, the more carriers affected, and the more time that has passed. Tr. 209, 212-215, 230-31 242-43. Thus, the parties' deliberation and the ultimate settlement must be viewed in light of the fact that Denham Springs is the largest rural office in Louisiana, with well over thirty rural routes. When management improperly denied Ms. Gross the opportunity to bid in March 2017, Y. Porter jumped ahead of approximately ten other RCAs who presumably would have welcomed the opportunity to become career, benefited employees. And in September, while Y. Porter was a regular carrier on Route 20, several of those employees became PTFs. This development seriously complicated the settlement efforts in a way that would have been less problematic in a smaller post office. Ultimately, rather than simply reverting Y. Porter to a non-career status behind all of these other carriers for an indefinite period of time, the Union and management sought to limit the impact and found a creative way to ensure she would have an opportunity to become a career PTF herself. Alternatively, had the parties simply allowed Y. Porter to remain a regular on Route 20, A. Porter would have reverted back to an RCA and missed her opportunity to become a regular or PTF carrier. Meanwhile, several carriers junior to A. Porter would have jumped over her because she did not bid on the PTF postings in the interim. Indeed, A. Porter filed her grievance precisely so that she could protect her status as a regular carrier. R-6 at 12.

A. Porter's grievance further complicated the resolution of A. Williams and Y. Porter's grievances because she alleged that the Postal Service bidding system prevented her from

bidding on all of the routes in Denham Springs in March 2017. R-7 at 145. Had she lost her route as a result of the A. Williams and Y. Porter grievances, the Union and Postal Service would have to investigate the allegations further and figure out how to resolve them – potentially upending the route assignments yet again. Thus, however the Union resolved these grievances, someone was going to be unhappy and the potential for the domino effect of ongoing disputes would remain.

As Mr. Johnson testified, the Union must consider the potential for additional grievances or litigation when considering how to settle seniority and bidding grievances. For example, he explained that the Union could not simply repost the routes and PTF positions that had been placed up for bid between March-September 2017 – something that may have been an option in smaller offices when not much time has passed – because it would have caused even more disputes and a "snowball effect." Tr. 212, 240. Likewise, it is not possible to simply assume that the bidding process would have worked out in a particular way had the initial seniority list been correct. Mr. Johnson explained that carriers bid and opted out of bidding not bid based upon the situation as they knew it to be at the time. *Id.*; Tr. 256, 258-260. Had the Gross Settlement been vacated or changed after the Union validated the seniority list, there likely would have been additional grievances filed – a situation Mr. Johnson compared to "tar on a roof." Tr. 255-56. Thus, just as the Supreme Court held in *O'Neill* that the union could legitimately consider the potential for litigation had they not settled their seniority issue a certain way, (*O'Neill*, 499 U.S. at 80-81), here, the NRLCA properly and rationally considered the potential for more grievances to be filed if they simply pursued a remedy that involved reposting the routes in question, or even if they again switched routes around after they validated the seniority list. Indeed, those options

were considered and rejected as too disruptive and prone to causing additional grievances by carriers who were reassigned.

iii. The Williams/Porter Settlements are Within the Wide Range of Reasonableness Despite the Possibility of Alternative or "Better" Settlements

The General Counsel appears to believe that it has the answer to the problems created by the seniority and posting issues in Denham Springs. Indeed, this entire case is the General Counsel's attempt to substitute its judgment for that of experienced Union and Postal Service representatives who understand nuances that only individuals with extensive knowledge of the Rural Craft who work on these types of issues every day can possibly have. However, this type of Monday-morning quarterbacking is not only damaging to labor relations, but it is specifically proscribed by the long line of cases that grant unions broad discretion in reaching settlements short of arbitration.

Thus, even if, in hindsight, the General Counsel argues that the parties could have entered into a retroactive settlement or settled the grievances in a different way or made an error in settling the Williams/Porter Grievances, that hindsight approach does not establish a violation of the Act. The fact that things could have been done differently or that different parties – especially those outside of the labor-management relationship – would have made different decisions does not render the Union's settlement judgment irrational or arbitrary and does *not* constitute a breach of a Union's duty of fair representation. *See*, *O'Neill*, 499 U.S. at 79 ("A settlement is not irrational simply because it turns out *in retrospect* to have been a bad settlement.") and cases cited *supra*, pp. 21-22.

## III. THE GENERAL COUNSEL HAS NOT ESTABLISHED THAT THE UNION'S DECISION NOT TO GO TO ARBITRATION CAUSED THE CHARGING PARTY HARM

The General Counsel has failed to demonstrate that the Union's decision to settle the Williams/Porter grievances with the Postal Service and not to take the grievances to arbitration caused either A. Williams or Y. Porter any harm. For one, there is no guarantee that the Union would have obtained a better result in arbitration. An arbitrator would have to deal with the same complicated facts and consider the same issues that the Union and Postal Service dealt with in resolving the Williams/Porter Grievances. He or she would have to consider, among other issues, the finality of the Gross Settlement and the practical effects of re-sorting the route assignments over a year after the initial route posting. There is no guarantee that A. Williams or Y. Porter would have gotten retroactive pay or any of the other the results they desired.

Moreover, even assuming the Union could have gotten a retroactive remedy for A. Williams, there is no evidence that she was entitled to any additional compensation or other benefits. Indeed, A. Williams was serving in a 204(b) supervisory capacity – not on a rural route – since November 2017. After her first thirty days as a 204(b) supervisor, her pay was set in accordance with the National Agreement – it was not based upon her route evaluation. The General Counsel provided no pay stubs or other evidence that A. Williams lost any salary as a result of the Union's decision not to go to arbitration in her grievance.[9] The same could be said for Y. Porter who skipped over nine senior RCAs to serve a full-time route from the March 2017 posting until the Gross Settlement was implemented in November 2017 solely because of the

[9] At hearing the General Counsel attempted to blame the Union for pay issues that allegedly arose for A. Williams in late 2017, issues that were the subject of at least one grievance. However, there is no evidence that the Union's handling of A. Williams' seniority grievance or any other Union actions caused or was connected to those issues in any way. Tr. 74-78.

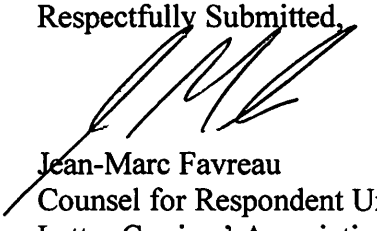
Postal Service's contractual violation. Moreover, she has served in a full-time, leave earning capacity since January 2018, becoming a career PTF carrier in July 2018. Tr. 179, 182.[10] Given that Y. Porter was eleventh in seniority in March 2017, it may well be that the course of events since that time caused her to become a career rural carrier *sooner* than she would have otherwise.

As a result of the Williams/Porter settlements, both A. Williams and Y. Porter have been given the opportunities to continue working with the Postal Service in capacities that are exactly – or at least extremely close to – what they aspired to when they bid on routes back in March 2017. To the extent that they claim they lost out on any retroactive pay, there was insufficient proof of that contention, or even that any such harm was caused by the Union's decision to settle their grievances without going to arbitration.

## CONCLUSION

For all of the foregoing reasons, the Union respectfully requests that the Administrative Law Judge dismiss the Complaint in its entirety.

Respectfully Submitted,



Jean-Marc Favreau
Counsel for Respondent Union, National Rural Letter Carriers' Association

[10] Although Y. Porter received a letter of demand for the benefits paid out during the March-November period, she received the salary for the route she was carrying during that period. In addition, the Union is actively pursuing Y. Porter's grievance over the letter of demand which could potentially be forgiven completely.

**UNITED STATES OF AMERICA**
**BEFORE THE NATIONAL LABOR RELATIONS BOARD**
**DIVISION OF JUDGES**
**ADMINISTRATIVE LAW JUDGE IRA SANDRON**

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|---|---|---|
| **NATIONAL RURAL LETTER CARRIERS' ASSOCIATION (United States Postal Service)** | ) | |
| **and** | ) | **Case 15-CB-213552** |
| **AMANDA WILLIAMS, an Individual** | ) | |

## CERTIFICATE OF SERVICE

I hereby certify this 21st day of November 2018, that I electronically filed Respondent's Post-Hearing Brief with the NLRB Division of Judges and that I caused it to be served upon the following parties by electronic mail:

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